

## LOAN CONTRACT AMENDMENT NO. 1

<b><u>State Agency</u></b> Department of Natural Resources Colorado Water Conservation Board (CWCB) 1313 Sherman St, Room 718 Denver, CO 80203	<b><u>Amendment No. 1 Contract Number</u></b> CMS 190713 CT2022-0498
<b><u>Borrower</u></b> Redmesa Reservoir and Ditch Company	<b><u>Original Contract Number</u></b> CMS 169676
<b><u>Base Loan Amount (Amount in CORE)</u></b> \$183,000.00 <b><u>One Percent (1%) Loan Origination Fee</u></b> \$1,830.00 <b><u>Total Loan Amount (Includes One Percent (1%) Origination Fee)</u></b> \$184,830.00	<b><u>Contract (Original) Performance (Project) Beginning Date</u></b> August 16, 2021  <b><u>Contract (Original unless changed) Performance (Project) End Date (this end date includes any CWCB approved extensions)</u></b> Four (4) years from the Project Performance Beginning Date or upon the Project Performance End Date stated within CWCB's "Notice of Project Substantial Completion."
<b><u>Project Name</u></b> Redmesa Reservoir Rehabilitation Engineering	<b><u>Loan Contract Terms</u></b> 0.05% for 10 years <b><u>Loan Contract Repayment Schedule</u></b> Loan not in repayment at this time
<b><u>Reason for Modification</u></b> Adding one (1) year to the Loan Contract Project Performance End Date	

### THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p style="text-align: center;"><b>BORROWER</b></p> <p style="text-align: center;">Redmesa Reservoir and Ditch Company</p> <p style="text-align: center;"><u>Mardi Gebhardt</u> (Signature)</p> <p>Name: <u>Mardi Gebhardt</u></p> <p>Title: <u>Secretary/Treasurer</u></p> <p>Date: <u>June 25, 2024</u></p> <p style="text-align: center;"><b>ATTEST:</b></p> <p style="text-align: center;"><u>Trent J. Taylor</u> (Signature)</p> <p>Name: <u>Trent J. Taylor</u></p> <p>Title: <u>Vice President</u></p> <p>Date: <u>June 26, 2024</u></p>	<p style="text-align: center;"><b>STATE OF COLORADO</b></p> <p style="text-align: center;">Jared S. Polis, Governor          Colorado Department of Natural Resources          Dan Gibbs, Executive Director          Colorado Water Conservation Board</p> <p style="text-align: center;"><u>Kirk Russell</u> (Signature)</p> <p>Name: <u>Kirk Russell, P.E., Section Chief</u></p> <p>Date: <u>July 15, 2024   3:48 PM MDT</u></p>
<p>In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate</p> <p><b>STATE CONTROLLER</b>  <u>Robert Jones, CPA, MBA, JD</u>  <u>Ion Cotsapas</u></p> <p>By: _____</p> <p>Name: <u>Ion Cotsapas</u></p> <p>Title: <u>DNR Procurement Director</u></p> <p>Amendment Effective Date: <u>July 16, 2024   11:50 AM MDT</u></p>	

**1. PARTIES**

This Amendment (the "Amendment") to the Original Contract (the "Contract") shown on the Signature and Cover Page for this Amendment is entered into by and between the Borrower ("Borrower" or "Authority"), and the State ("CWCB").

**2. TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

**3. AMENDMENT EFFECTIVE DATE AND TERM**

**A. Amendment Effective Date**

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date.

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment.

**4. PURPOSE**

The Borrower was approved for a CWCB loan contract, in May 2021, for the Redmesa Reservoir Rehabilitation Engineering project. The purpose of this amendment is to extend the Loan Contract Project Performance End Date by one (1) year.

**5. MODIFICATIONS**

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The original Loan Contract Project Performance End Date shown on the Signature and Cover Page of the original contract is hereby deleted and replaced with the Loan Contract Project Performance End Date of this Amendment.
- B. The Special Provisions contained in the Contract are hereby modified as follows:
  - i. The Special Provision titled "Prohibited Terms" is replaced in its entirety with:
 

"PROHIBITED TERMS. Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. "
  - ii. The Special Provision titled "Public Contracts for Services" is deleted.
  - iii. The Special Provision titled "Public Contracts with Natural Persons" is deleted.

**6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.